

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN

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AMERICAN FAMILY MUTUAL  
INSURANCE COMPANY, S.I.,

Plaintiff,

Case No. 2:21-cv-508

v.

BSH HOME APPLIANCES CORPORATION,

Defendant.

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**COMPLAINT**

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Plaintiff American Family Mutual Insurance Company, S.I., for its complaint against the above-named defendant, states:

**PARTIES**

1. Plaintiff American Family Mutual Insurance Company, S.I. (“American Family”) is a domestic company licensed to sell insurance in the State of Wisconsin, and is incorporated under the laws of Wisconsin. Its principal place of business is located at 6000 American Parkway, Madison, Wisconsin. Its officers direct, control and coordinate the company’s activities from Wisconsin.
2. Defendant BSH Home Appliances Corporation (“BSH”) is a foreign business incorporated under the laws of Delaware. Its principal place of business is 1901 Main Street, Suite 600, Irvine, California. Its registered agent for service of process is Corporation Service Company, d/b/a CSC - Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite

150N, Sacramento, California. Its officers direct, control and coordinate the company's activities from California.

### **JURISDICTION AND VENUE**

3. This court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. §1332. The plaintiff is incorporated in, and controls its business from, Wisconsin. The defendant is incorporated in Delaware and controls its business from California. The amount in controversy is in excess of \$75,000.00.
4. Pursuant to 28 U.S. Code § 1391(b)(2), the proper venue for this action is the Eastern District of Wisconsin. A substantial part of the events or omissions giving rise to the claim occurred in this district.

### **FACTS**

#### ***The BSH Dishwashers***

5. BSH designed, engineered, manufactured, introduced into the stream of commerce and sold the three dishwashers described below.
6. In each case, the dishwasher was defective. Each dishwasher contained a manufacturing or design defect in the control panel that resulted in the control panel spontaneously combusting and causing a fire.
7. BSH recalled the dishwashers pursuant to Consumer Product Safety Commission recall 09-100 once it discovered the defect in question. However, it failed to notify the owners of the dishwashers that are the subject of this lawsuit.

*The Gee Fire*

8. On September 8, 2019, a fire occurred at the home of Kevin and Autumnne Gee (“the Gees”), located at 704 East Leig Avenue, Shawano, Wisconsin (“the Gee fire”).
9. The cause of the Gee fire was a recalled BSH dishwasher (“the Gee dishwasher”). A photo of the Gee dishwasher after the fire is set forth below.



10. The Gee fire caused Actual Cash Value damages of \$64,105.99.
11. At the time of the Gee fire, American Family had issued to the Gees, and there was in full force and effect, a policy of insurance that insured the Gees against the damages caused by the fire. As required by, and pursuant to its policy, American Family paid to, or on behalf of the Gees for the damages caused by the Gee fire, less any applicable deductible, and is subrogated to the rights of the Gees to the extent of its payments.

### *The Hamburg Fire*

12. On October 20, 2019, a fire occurred at the home of Michael and Annette Hamburg (“the Hamburgs”), located at 170 Chelsea Circle, Union Grove, Wisconsin (“the Hamburg fire”).
13. The cause of the Hamburg fire was a BSH dishwasher (“the Hamburg dishwasher”).
14. Below is a photo of the Hamburg dishwasher after the fire.



15. The Hamburg fire caused Actual Cash Value damages of \$36,514.85.
16. At the time of the Hamburg fire, American Family had issued to the Hamburgs, and there was in full force and effect, a policy of insurance that insured the Hamburgs against the damages caused by the fire. As required by, and pursuant to its policy, American Family paid to, or on behalf of the Hamburgs for the damages caused by the Hamburg fire, less any applicable deductible, and is subrogated to the rights of the Hamburgs to the extent of its payments.



*The Sowin Fire*

17. On November 26, 2019, a fire occurred at the home of Elizabeth Sowin (“Sowin”), located at 18 Green Bay Court, Appleton, Wisconsin (“the Sowin fire”).
18. The cause of the Sowin fire was a BSH dishwasher (“the Sowin dishwasher”).
19. Below is a photo of the Sowin dishwasher after the fire.



20. The Sowin fire caused Actual Cash Value damages of \$13,304.18.
21. At the time of the Sowin fire, American Family had issued to Sowin, and there was in full force and effect, a policy of insurance that insured Sowin against the damages caused by the fire. As required by, and pursuant to its policy, American Family paid to, or on behalf of Sowin for the damages caused by the Sowin fire, less any applicable deductible, and is subrogated to the rights of Sowin to the extent of its payments.

**FIRST CAUSE OF ACTION: PRODUCT LIABILITY CLAIM**

22. The preceding paragraphs are incorporated herein by reference.

23. Each of the dishwashers described above contained one or more design and or manufacturing defects.
24. The defects created foreseeable risks of fire which could have been avoided by the adoption of a reasonable alternative design.
25. The dishwashers' defective condition rendered them unreasonably dangerous to the owners' property.
26. The defective condition of the dishwashers existed at the time the dishwashers left BSH's control.
27. The dishwashers reached the owners without substantial change in the condition in which they were sold.
28. The dishwashers' defective condition was the cause of the fires and resulting damages.

**SECOND CAUSE OF ACTION: NEGLIGENCE CLAIM**

29. The preceding paragraphs are incorporated herein by reference.
30. BSH had a duty to use reasonable care in the design, engineering, manufacture and assembly of the dishwashers that are the subject of this complaint.
31. BSH failed to use reasonable care in the design, engineering, manufacture and assembly of the control panel circuit board located in the dishwashers in the following, and other, ways:
  - a. It failed to use a properly sized heating relay;
  - b. It failed to properly solder the heating relay to the board; and
  - c. It failed to properly design the board's traces.
32. The foregoing breach of BSH's duty was the cause of the fires and resulting injuries and damages.

WHEREFORE, American Family Mutual Insurance Company demands judgment against the defendant, in an amount to be determined, plus prejudgment interest, all taxable costs and fees, and all other just and equitable relief.

Dated: April 20, 2020.

RON HARMEYER LAW OFFICE LLC  
Attorneys for American Family Mutual  
Insurance Company, S.I. and Kevin and  
Autumne Gee

*/s/ Ronald W. Harmeyer*

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